



County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

January 8, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Dear Supervisors:

**DEPARTMENT OF PUBLIC SOCIAL SERVICES: AGREEMENT WITH THE STATE
OF CALIFORNIA DEPARTMENT OF SOCIAL SERVICES OFFICE OF SYSTEMS
INTEGRATION TO ASSIGN AND FUND A LOS ANGELES COUNTY CONSULTANT
TO ASSIST WITH THE IMPLEMENTATION OF THE AUTOMATED IN-HOME
SUPPORTIVE SERVICES CASE MANAGEMENT INFORMATION AND
PAYROLLING SYSTEM II PROJECT
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

**CIO RECOMMENDATION: APROVE (X) APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of the Department of Public Social Services (DPSS) to negotiate and execute the contract in substantially similar form to the attached Standard Agreement (Exhibits A,B,C,D and Certification forms) with the California Department of Social Services (CDSS) to permit the temporary assignment of Maria Huerta-Merrill or any substitute staff member to work with the CDSS Office of Systems Integration (OSI) staff as part of the team to complete the procurement and assist in the implementation of the new Case Management Information and Payrolling System II (CMIPS II) contract effective upon the subsequent approval of CDSS for a period of 24 months. The costs of the salary and employee benefits will not exceed \$90,812 and will be reimbursed by CDSS. In addition, CDSS will reimburse all related travel expenses, not to exceed \$52,850, that will be arranged by the County and reimbursed on a monthly basis by CDSS.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

CDSS OSI is tasked with procurement and implementation of the new statewide CMIPS II that will be designed to meet new State and Federal requirements for the In-Home Supportive Services (IHSS) program. Analysis and preparation for the procurement of CMIPS II has been ongoing since 1999. The contract is expected to be awarded in 2008, and CDSS anticipates three years for full project roll-out. The earliest complete statewide roll-out would be sometime in 2011.

CMIPS II will replace the existing CMIPS that is a 25 year old information computer system that tracks case information and processes payments for the IHSS program for approximately 380,000 qualified aged, blind, and disabled individuals in California. Roughly 165,000 of the State's cases are administered by Los Angeles County. All the case information associated with the recipients, providers, and assessments is maintained in CMIPS. The basic functions of CMIPS include: 1) Case management 2) Payroll processing, and 3) Management information.

Maria Huerta-Merrill is a retired DPSS Regional Services Administrator who prior to her retirement worked closely with OSI on development of CMIPS II. Ms. Huerta-Merrill is recognized by CDSS and the department as a subject matter expert. She is specifically requested by CDSS to perform the Los Angeles County IHSS Program Subject Matter Expert role to assist with development of the system and to represent the interests of Los Angeles County.

Under this agreement, Ms. Huerta-Merrill will work with OSI staff as part of the team to complete the CMIPS II procurement and assist with implementation. Her salary and employee benefits will be paid by Los Angeles County at the prevailing rate and pay schedule. However, the County will be reimbursed for the cost by CDSS. Therefore, this Agreement would result in no net County cost.

This temporary assignment will provide direct Los Angeles County involvement in development and implementation of CMIPS II that provides for delivery of essential services to 165,000 IHSS program consumers and manages processing of payments to 250,000 IHSS program services providers. As Los Angeles County has 43 percent of the State's IHSS population, DPSS representation in this project is highly significant.

FISCAL IMPACT/FINANCING

The cost of this recommendation is approximately \$90,812 in salaries and employee benefits and \$52,850 for related travel expenses. An estimated \$71,831 for Fiscal Year (FY) 2007-2008 has been included in DPSS' adopted budget, and \$71,831 has been included in the proposed FY 2008-2009 budget. This amount will be fully reimbursed by the State. If the Director executes the option for a one-year extension of this contract, the total additional cost of salary and employee benefits will not exceed \$45,406 for FY 2009-2010. There are no other net County costs involved in this assignment.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement term will be in effect upon CDSS' subsequent approval to June 30, 2009.

There will be no adverse employee impact as a result of this Agreement.

The Agreement will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State and County regulations.

The Agreement meets the program needs of both DPSS and CDSS and will serve a sound mutual public purpose. This temporary reassignment is being requested because CDSS and DPSS recognize the significant proportion of IHSS program consumers that are served by Los Angeles County requires Los Angeles County involvement to ensure appropriate and successful CMIPS II development.

Exhibits A - D and the certification forms provide additional information.

This Agreement is in compliance with and authorized by Government Code Section 19050.8.

The Agreement has been approved as to form by County Counsel.

CONTRACTING PROCESS

Advertisement of State/County agreements on the Countywide Office of Small Business website is not applicable.

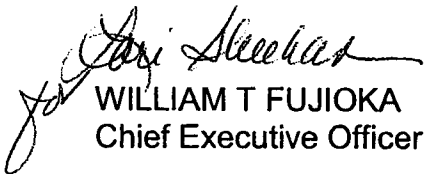
IMPACT ON CURRENT SERVICES (OR PROJECTS)

The signing of this Agreement will enable the County to exert a positive impact on State IHSS policies and procedures.

CONCLUSION

Upon approval and execution, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter to the Department of Public Social Services.

Respectfully Submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH:SS
GP:JB:ap

Attachment (1)

c: County Counsel
Auditor-Controller
Department of Public Social Services

STANDARD AGREEMENT

FOR I.T. GOODS/SERVICES ONLY

REGISTRATION NUMBER

PURCHASING AUTHORITY NUMBER
9I-0108-HHA-HQ1

AGREEMENT NUMBER
00017780

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Office of Systems Integration (OSI)

CONTRACTOR'S NAME

County of Los Angeles

2. The term of this Agreement is: 24 Months commencing upon date of execution by all required parties

3. The maximum amount of this Agreement is: \$143,662.00
One Hundred Forty-three Thousand Six Hundred Sixty-two Dollars and no cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 4 pages

Exhibit B – Budget Detail and Payment Provisions 6 pages

Exhibit C – Special Terms and Conditions 2 pages

Exhibit D – Additional Provisions 2 pages

Exhibit E – Information Technology General Provisions, Effective 04/12/07
Information Technology Personal Services Special Provisions *

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this Agreement as if attached hereto.
These documents can be viewed at <http://www.pd.dgs.ca.gov/modellang/ModelContracts.htm>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Los Angeles

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Philip L. Browning, Director

ADDRESS

12860 Crossroads Parkway South
City of Industry, CA 91746

STATE OF CALIFORNIA

AGENCY NAME

Office of Systems Integration

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Carlos Ramos, Director

ADDRESS

3835 North Freeway Blvd, Suite 110
Sacramento, CA 95834

**California Department of General
Services Use Only**

☒ Exempt per MM 03-10

EXHIBIT A SCOPE OF WORK

GENERAL DESCRIPTION

Under the direction of the Office of Systems Integration (OSI) Project Director for the, Case Management, Information and Payrolling System (CMIPS) II Project, the Los Angeles County Consultant performs analytical and technical work as a Subject Matter Expert (SME) for the CMIPS II Project relative to the procurement of a new contract for the operations of the automated In-Home Supportive Services' (IHSS) Case Management, Information and Payrolling System. CMIPS is a state administered on-line system. This State administered program is delivered through California's 58 counties and provides domestic and personal care services to the aged, blind, and disabled recipients. The County Consultant, under the direction of the OSI, CMIPS Project Director, will work with OSI staff as part of the team to complete the procurement and assist in the implementation of the new CMIPS II contract.

PURPOSE OF THE LOS ANGELES COUNTY CONSULTANT

To provide critical subject matter expertise in the areas of IHSS program policies and procedures, and CMIPS . The County Consultant SME shall attend and actively participate in meetings to ensure the successful and timely implementation of the CMIPS II Project.

ASSUMPTIONS

The Los Angeles County Consultant will be expected to maintain confidential CMIPS II Project, OSI, California Department of Social Services (CDSS), and Vendor/Contractor information that is time-sensitive until such time that permission is given by the State to release such data via appropriate channels.

The Los Angeles County Consultant SME is not expected to disclose confidential information pertaining to Los Angeles County processes, procedures, or planned developments to the CMIPS II Project without the express permission of the County of Los Angeles.

In either case, the Los Angeles County Consultant SME is expected to inform the withholding entity of the risks associated to either CMIPS II Project or Los Angeles County management whenever such risks become known, but are being withheld from either party.

**EXHIBIT A
SCOPE OF WORK****GOALS OF THE LOS ANGELES COUNTY CONSULTANT**

- Act as liaison between the State and Los Angeles County to:
 - Coordinate meetings with appropriate level attendees on behalf of Los Angeles County and the State;
 - Keep the CMIPS II Project staff informed of Los Angeles County initiatives that may have impact on the CMIPS II Project;
 - Identify potential impact to IHSS Program operations in Los Angeles County plan development to manage business change; and
 - Identify and help resolve issues and risks related to the CMIPSII Project for Los Angeles County policies/procedures and initiatives;
- Provide subject matter expertise in the joint development of a Statewide Implementation Plan with a specific focus on development of Los Angeles County implementation plan and rollout schedule;
- Act in the capacity of Los Angeles County Consultant SME as needed in discussions related to interfaces that impact Los Angeles County operations;
- Identify stakeholder communication needs including, but not limited to Los Angeles County; assist in the development of appropriate and timely communication and identification of the most efficient communication methods;
- Attend meetings as requested at the Project office (Sacramento, CA), at regional locations, or statewide conferences to meet with stakeholders, staff, users, and appropriate persons from various private and/or governmental organizations for the purposes of consensus building, problem identification and resolution, plan and procedure development, etc.;
- Participate, analyze and recommend program requirements during Requirements Validation;
- Act in the capacity of Los Angeles County Consultant SME to the State and vendor on Business Process Improvement (BPI) efforts (including impacts to IHSS Program forms and reports produced by the system);
- Identify potential impacts; issues and risks associated with the BPI effort to the Adult Programs Branch, County and other State agencies;
- Assist other SME's and Project staff to develop training materials to familiarize State staff, contracted staff and vendor staff on the business of In-Home Supportive Services;
- Participate in User Acceptance materials development and review; and
- Other duties, as assigned.

**EXHIBIT A
SCOPE OF WORK****SPECIFIC ASSIGNMENTS (IMMEDIATE) OF THE LOS ANGELES COUNTY
CONSULTANT**

- Attend and participate in Weekly Business Group Status Meetings.
 - Attend and participate in Weekly CMIPS II Team Meetings.
 - Coordinate, attend, and participate in Los Angeles County Monthly Communication Meetings. Develop necessary documents after each meeting.
 - Assist in the development of the CMIPS II Project Communication Plan as it relates to the IHSS Program in Los Angeles County.
 - Develop and deliver a weekly status report on County activities that may impact the CMIPS II Project (template provided).
 - Develop and deliver a weekly approved status report on project activities to Los Angeles County Management (template provided).
 - Attend monthly CWDA Southern Regional meetings to maintain currency of information on the IHSS Program, potential impacts to the CMIPS II Project and/or to Los Angeles County activities.
1. The Los Angeles County Consultant SME shall perform a majority of the above-mentioned duties at OSI-CMIPS Project located at 8745 Folsom Boulevard,, Sacramento, California 95826.
 2. The services shall be provided during normal State business hours (8 a.m. to 5 p.m. Monday through Friday), with the exception of State holidays, or within a mutually agreed upon flexible work schedule that could include telecommuting and at other times, as required to successfully provide the services described herein.
 3. The project representatives during the term of this Agreement will be:

| | |
|----------------------------------|--|
| State Agency: OSI, CMIPS Project | Contractor: County of Los Angeles |
| Name: John Parker | Name: Hortensia Diaz |
| Phone: (916) 229-0884 | Phone: (562) 908-3055 |
| Fax: (916) 229-0879 | Fax: (562) 908-0843 |
| Email: john.parker@osi.ca.gov | Email: HortensiaDiaz@dpss.lacounty.gov |

Direct all contractual inquiries to:

| | |
|---|---|
| State Agency: Office of Systems Integration | Contractor: County of Los Angeles |
| Section/Unit: Procurement Center | Section/Unit: Department of Public Social Services – Financial Management Division |
| Attention: Tanya LoForte | Attention: Victor Zamarripa |
| Address: P.O. Box 138014 Sacramento, CA 95814-8013 | Address: 12860 Crossroads Parkway South City of Industry, CA 91746 |
| Phone: (916) 263-3632 | Phone: (562) 908-8376 |
| Fax: (916) 263-1382 | Fax: (562) 908-0843 |
| Email: Tanya.loforte@osi.ca.gov | Email: VictorZamarripa@dpss.lacounty.gov |

**EXHIBIT A
SCOPE OF WORK**

**SPECIFIC ASSIGNMENTS (IMMEDIATE) OF THE LOS ANGELES COUNTY
CONSULTANT, Continued**

4. The County Consultant is directly supervised by the CMIPS Procurement and Administrative Manager, but may receive some assignments and direction from a lead analyst on certain projects.
5. The County officer or employee with responsibility for administering this Agreement on behalf of the County of Los Angeles is Hortensia Diaz, or successor.
6. The Los Angeles County Consultant SME is a retired DPSS employee who is referred to in Exhibit C as an "Employee" for convenience only and will not be entitled to any of the provisions listed in Exhibit C, numbers 1 and 8.

**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS****MARIA HUERTA-MERRILL
SALARY AND EMPLOYEE BENEFITS****UPON EXECUTION BY ALL REQUIRED PARTIES
CONTRACT FOR A TERM OF 24 MONTHS**

(Actual months and costs per fiscal year to be adjusted to actual term of Contract)

**COUNTY OF LOS ANGELES
PROJECTED SALARIES AND BENEFITS
(Salary and Benefit information provide by Los Angeles)**

| FY 2007-08 | | | | |
|---|-------------------|------------------|-------------------------|--------------------|
| Salary: | Monthly Salary | Hourly Salary | Monthly Hours @96 | Annual Salary |
| Base Salary | \$8,230.00 | \$47.30 | \$4,540.57 | \$45,406.00 |
| COLA (if applicable) | \$0.00 | | | 0 |
| Total Salary | <u>\$8,230.00</u> | | | <u>\$45,406.00</u> |
| Benefits: | | | | |
| Retirement | \$0.00 | | | \$0.00 |
| Long Term Disability | \$0.00 | | | \$0.00 |
| UIB | \$0.00 | | | \$0.00 |
| Worker's Compensation | \$0.00 | | | \$0.00 |
| Health Insurance | \$0.00 | | | \$0.00 |
| Dental Insurance | \$0.00 | | | \$0.00 |
| FICA | \$0.00 | | | \$0.00 |
| <i>Add any specific to Los Angeles County</i> | \$0.00 | | | \$0.00 |
| | | | | \$0.00 |
| Total Benefit Cost | <u>\$0.00</u> | | | <u>\$0.00</u> |
| Total Salaries and Benefits | <u>\$8,230.00</u> | | | <u>\$45,406.00</u> |

| FY 2008-09 | | | | |
|---|-------------------|---------------|-------------------|--------------------|
| Salary: | Monthly Salary | Hourly Salary | Monthly Hours @96 | Annual Salary |
| Base Salary | \$8,230.00 | \$47.30 | \$4,540.57 | \$45,406.00 |
| COLA (if applicable) | \$0.00 | | | \$0.00 |
| Total Salary | \$8,230.00 | | | \$45,406.00 |
| Benefits: | | | | |
| Retirement | \$0.00 | | | \$0.00 |
| Long Term Disability | \$0.00 | | | \$0.00 |
| UIB | \$0.00 | | | \$0.00 |
| Worker's Compensation | \$0.00 | | | \$0.00 |
| Health Insurance | \$0.00 | | | \$0.00 |
| Dental Insurance | \$0.00 | | | \$0.00 |
| FICA | \$0.00 | | | \$0.00 |
| Benefit Admin. | \$0.00 | | | \$0.00 |
| Add any specific to Los Angeles Co | | | | \$0.00 |
| Total Benefit Cost | \$0.00 | | | \$0.00 |
| Total Salaries and Benefits | \$8,230.00 | | | \$45,406.00 |

Assumptions:

Retiree can work a maximum of 960 hours per fiscal year.

The salaries and benefits assume that the Retiree will work an average of 96 hours per month for 40 weeks or 8 hours per day for 3 days for 40 weeks.

Retiree is bound to a maximum of 960 hours per fiscal year, but can vary the distribution per month of these hours throughout the year based upon mutual agreement with the CMIPS II Project Office (Director)

Mileage estimate is from Retiree home to Burbank airport and back to Retiree home.

This estimate does not assume COLA increases in the salary of the Retiree.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS**Travel Expenses**

Mileage, Hotel, and Per Diem rates based on DPA standards.

(See DPA website - at <http://www.dpa.ca.gov/jobinfo/statetravel.shtm>)

| | <u>One-Way</u> | <u>Weekly</u> | <u>Weekly @ \$.45/mile</u> | <u>Annual @ 40 Weeks</u> | <u>Two Year Total</u> |
|-----------------|-----------------------------|---------------|------------------------------------|------------------------------|---------------------------|
| Mileage | 19 | 38 | \$17 | \$684.00 | \$1,368.00 |
| | <u>Nights per Week</u> | | <u>Weekly @ \$84/night</u> | <u>Annual @ 40 Weeks</u> | <u>Two Year Total</u> |
| Hotel | 3 | | \$252.00 | \$10,080.00 | \$20,160 .00 |
| | <u>Days per Week</u> | | <u>Weekly</u> | <u>Annual @ 40 Weeks</u> | <u>Two Year Total</u> |
| Per Diem | 0 | | 0 | 0 | \$ - |
| Car Rental | 3 | | \$116.52 | \$4,661.00 | \$9,322 .00 |
| Airfare | 1 | | \$175 | \$7,000.00 | \$14,000.00 |
| | <u>Conference/Workshops</u> | | | <u>Annual @ 40 Weeks</u> | <u>Two Year Total</u> |
| Misc. | 4,000 | | | 4,000 | \$8,000.00 |
| | | | | TOTAL : | \$52,850.00 |

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Office of Systems Integration
Attn: Accounts Payable
P.O. Box 138014
Sacramento, CA 95813-8014

2. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. FOR CONTRACT WITH FEDERAL FUNDS

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination were made.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. OSI has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

4. FISCAL PROVISIONS

- A. In consideration of the performance of the foregoing in a satisfactory manner, and upon receipt of detailed invoices, the State agrees to pay the Contractor, monthly in arrears, in accordance with Table 1, Exhibit B, Budget Detail Payment Provisions.
- B. All invoices submitted to the State shall identify the Agreement Number 00017780. Invoices that do not contain this information will be returned to the Contractor with a request that the information be added to the invoices.
- C. Should CMIPS II Project activities require the Contractor to travel to any County, other than the Contractor's home County as part of his/her responsibilities under this Agreement, the Contractor shall be entitled short term per diem for that period of time when he/she travels to and is temporarily located in that County. Upon submission of a completed Travel Expense Claim by the Contractor, the State agrees to reimburse the County all travel and per diem costs incurred by the Contractor that are necessary to fulfill the terms of this Agreement. Such reimbursement shall be in accordance with the provisions of Department of Personnel Administration (DPA), Regulation 599.619 as it applies to non-represented State employees. Applicable reimbursement rates and travel claim forms will be provided to the Employee by the State.
- D. Remittance for any claims on this Agreement shall be submitted to:

County of Los Angeles
Department of Public Social Services
Bureau of Special Operations - Adult Services Division
12900 Crossroads Parkway South
City of Industry, CA 91746

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

- E. Changes to the line-item budget (Exhibit B, Budget Detail and Payment Provisions) may be made provided that Contractor adequately documents the need for change and all of the following requirements are met:
- (1) Adjustments in the aggregate to any individual line item cannot exceed \$20,000 or 10 percent of the total Agreement amount, whichever is less;
 - (2) The total amount of the Agreement does not change;
 - (3) Contractor submits a written request to the State Contact for budget/program modification(s); explains the need for change(s), and specifically identifies item(s) to be reduced or increased;
 - (4) The State approves such change(s) in writing prior to implementation. The State reserves the right to deny requests for reimbursement in excess of any line item in the budget; and
 - (5) Any budget change not meeting the above conditions shall be by made in the form of an amendment to the Agreement.
- F. The State reserves the right to review service levels and billing procedures insofar as they impact charges against this Agreement.
- G. Final billing under this Agreement must be received by the State within 30 days following the end of the Agreement term.

5. FINAL BILLING

Invoices for services must be received by OSI within 90 days following each State fiscal year or 90 days following the end of the contract term, whichever comes first. The final invoice must include the statement "Final Billing."

EXHIBIT C
SPECIAL TERMS AND CONDITIONS

1. The Employee shall retain permanent position as a Human Services Administrator III during the term of this Agreement. The period during which the Employee renders services pursuant to this Agreement shall be credited by the Contractor to the Employee for purposes of determining seniority, promotional status, retirement date, and other employee benefits.
2. The Employee maintains all rights to compete in the Contractor's open and promotional exams and State open exams.
3. Employee will provide adequate notice to the Contractor should the employee decide to leave the Contractor's employment while working for the State.
4. Employee will report leave usage to the Contractor while working for the State.
5. Employee shall abide by the State and/or OSI work rules, policies, and/or practices. Where conflicts may occur with the Contractor's work rules, policies, and/or practices, the State and/or the OSI work rules shall apply.
6. The Employee is subject to State Conflict of Interest Programs and, as such, will be required to complete the Statement of Economic Interests, Form 700.
7. In the event that the contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor agrees to make every reasonable effort to provide suitable personnel. The substitute personnel must meet all the requirements and must be approved by the State prior to starting work.
8. Upon termination of this Agreement, the Employee shall return to his/her regular permanent position as a Human Services Administrator III in the Contractor's Department of Employment and Social Services, at the step at which the Employee would have been eligible.
9. The Employee is subject to the following incompatible activities provision of Government Code 1126 during the term of this Agreement:

EXHIBIT C
SPECIAL TERMS AND CONDITIONS

“(a) Except as provided in Sections 1128 and 1129, a local agency officer or employee shall not engage in any employment, activity or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to his or her duties as a local agency officer or employee or with the duties, functions, or responsibilities of his or her appointing power or the agency to which he or she is employed. The officer or employee shall not perform any work, service or counsel for compensation outside his or her local agency employment where any part of his or her efforts will be subject to approval by any other officer, employee, board or commission of his or her employing body, unless otherwise approved in the manner prescribed by subdivision (b)”.

10. Any employment or other arrangement for compensated services by Employee with a CMIPS Project contractor, during Employee's assignment to the OSI, shall be deemed an incompatible activity within the meaning of Government Code Section 1126, subsection (a), and is prohibited during the term of this Agreement.
11. The Employee shall not engage in employment or services described in the preceding paragraph while assigned to the CMIPS Project.
12. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
13. This Agreement may be terminated by either party upon 30 calendar days written notice.
14. This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Performance may not commence until such approval has been obtained.

**EXHIBIT D
ADDITIONAL PROVISIONS**

1. EXCISE TAX

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on Contractor's wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. SETTLEMENT OF DISPUTES

In the event of a dispute, the Contractor shall file a "Notice of Dispute" with the OSI, Director or his/her Designee, within ten (10) calendar days of discovery of the problem. The OSI Director or his/her Designee shall meet with the Contractor and Project Manager within ten (10) calendar days of receipt of "Notice of Dispute" for purposes of resolving the dispute. The decision of the OSI Director or his/her Designee shall be final.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

If the Contractor disputes a decision of the State's designated representative regarding the performance of this Agreement or on other issues for which the State's representative is authorized by this Agreement to make a binding decision, the Contractor shall provide a written "Notice of Dispute" to the State's representative within 15 calendar days after the date of the action.

A. The written "Notice of Dispute" shall contain the following information:

- (1) The decision under dispute;
- (2) The reason(s) the Contractor believes the decision of the State representative to have been in error (if applicable, reference pertinent Agreement provisions);
- (3) Identification of any and all documentation and substance of any and all oral communications that support the Contractor's position; and
- (4) The dollar amount in dispute, if applicable.

B. Upon receipt of the written "Notice of Dispute", the State program management will review the matter and issue a written decision to the Contractor within 15 calendar days of receipt of notice. The decision of the State representative shall contain the following information:

**EXHIBIT D
ADDITIONAL PROVISIONS**

2. SETTLEMENT OF DISPUTES, Continued

- (1) A description of the dispute;
- (2) A reference to pertinent Agreement provisions, if applicable;
- (3) A statement of the factual areas of the Agreement or disagreement; and
- (4) A statement of the State representative's decision with supporting rationale.

C. The decision of the State representative shall be final unless, within 30 calendar days from the date of the receipt of the State representative's decision, the Contractor files with the State a notice of appeal addressed to:

Office of Systems Integration
Attn: Procurement Section
Post Office Box 138014
Sacramento, CA 95813-8014

Pending resolution of any dispute, the Contractor shall diligently continue all work and comply with all of the State representative's orders and directions.

3. EVALUATION OF CONTRACTOR

Performance of the Contractor under this Agreement shall be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file. For Consultant Agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.

4. DEBARMENT AND SUSPENSION

For federally funded agreements in the amount of \$100,000 or more, the Contractor agrees to certify that he/she and their principals are not debarred or suspended from federal financial assistance programs and activities. Contractor agrees to sign and return to OSI the *"Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Transactions"*. If applicable, a copy of this form is being forwarded to the Contractor with this Agreement. (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17).